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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**Grant Albee,**

Plaintiff,

vs.

**A Thru Z Consulting & Distributing,  
Inc.,** an Arizona corporation, and **Sean  
Stoddard and Jane Doe Stoddard,** a  
married couple,

Defendants.

No.

**VERIFIED COMPLAINT**

Plaintiff, Grant Albee (“Plaintiff” or “Grant Albee”), sues the Defendants, A Thru Z Consulting & Distributing, Inc., and Sean Stoddard and Jane Doe Stoddard (collectively, “Defendants” or “A Thru Z Consulting & Distributing”) and alleges as follows:

**PRELIMINARY STATEMENT**

1. This is an action for unpaid minimum wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.; unpaid minimum wages under the Arizona Minimum Wage Act





1 Defendants in relation to A Thru Z Consulting & Distributing’s employees, Defendant A  
2 Thru Z Consulting & Distributing, Inc. is subject to liability under the FLSA.

3 11. On information and belief, Defendants Sean Stoddard and Jane Doe  
4 Stoddard are, upon information and belief, husband and wife. On information and belief,  
5 they have caused events to take place giving rise to the claims in this Complaint as to  
6 which their marital community is fully liable. On information and belief, Sean Stoddard  
7 and Jane Doe Stoddard are owners of A Thru Z Consulting & Distributing, Inc. and were  
8 at all relevant times Plaintiff’s employers as defined by the FLSA, 29 U.S.C. § 203(d).  
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10

11 12. On information and belief, under the FLSA, Defendants Sean Stoddard and  
12 Jane Doe Stoddard are employers. The FLSA defines “employer” as any person who acts  
13 directly or indirectly in the interest of an employer in relation to an employee. On  
14 information and belief, at all relevant times, Defendants Sean Stoddard and Jane Doe  
15 Stoddard had the authority to hire and fire employees, supervised and controlled work  
16 schedules or the conditions of employment, determined the rate and method of payment,  
17 and maintained employment records in connection with Plaintiff’s employment with  
18 Defendants. On information and belief, as persons who acted in the interest of  
19 Defendants in relation to A Thru Z Consulting & Distributing’s employees, Defendants  
20 Sean Stoddard and Jane Doe Stoddard are subject to individual liability under the FLSA.  
21  
22

23 13. Plaintiff is further informed, believes, and therefore alleges that each of the  
24 Defendants herein gave consent to, ratified, and authorized the acts of all other  
25 Defendants, as alleged herein.  
26  
27

1           14. Defendants, and each of them, are sued in both their individual and  
2 corporate capacities.

3           15. Defendants are jointly and severally liable for the injuries and damages  
4 sustained by Plaintiff.  
5

6           16. At all relevant times, Plaintiff was an “employee” of Defendants as defined  
7 by the FLSA, 29 U.S.C. § 201, *et seq.*

8           17. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
9 Defendants.  
10

11           18. At all relevant times, Defendants were and continue to be “employers” as  
12 defined by the FLSA, 29 U.S.C. § 201, *et seq.*

13           19. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to  
14 Defendants.  
15

16           20. At all relevant times, Plaintiff was an “employee” of Defendants as defined  
17 by A.R.S. § 23-362.

18           21. At all relevant times, Defendants were and continue to be “employers” of  
19 Plaintiff as defined by A.R.S. § 23-362.  
20

21           22. Defendants individually and/or through an enterprise or agent, directed and  
22 exercised control over Plaintiff’s work and wages at all relevant times.

23           23. Plaintiff, in his work for Defendants, was employed by an enterprise  
24 engaged in commerce that had annual gross sales of at least \$500,000.  
25

26           24. At all relevant times, Plaintiff, in his work for Defendants, was engaged in  
27 commerce or the production of goods for commerce.

1           25. At all relevant times, Plaintiff, in his work for Defendants, was engaged in  
2 interstate commerce.

3           26. Plaintiff, in his work for Defendant, regularly handled goods produced or  
4 transported in interstate commerce.  
5

6                                   **FACTUAL ALLEGATIONS**

7           27. Defendants own and/or operate as A Thru Z Consulting & Distributing, an  
8 enterprise doing business in Pima County, Arizona.

9           28. Plaintiff was hired by and began working for Defendants on approximately  
10 November 14, 2022.  
11

12           29. At all relevant times, Plaintiff worked for Defendants for approximately  
13 five months and left on approximately January 23, 2023.

14           30. At all relevant times, in his work for Defendants, Plaintiff worked as a  
15 project manager for Defendants.  
16

17           31. Defendants, in their sole discretion, paid Plaintiff approximately \$60,000  
18 annually.  
19

20           32. Plaintiff worked each of his final two workweeks for Defendants.

21           33. Defendants never paid Plaintiff any wage whatsoever for the final two  
22 workweeks of his employment with them.

23           34. On information and belief, Defendants declined to pay Plaintiff any wages  
24 whatsoever for such work because he allegedly did not return property of Defendants and  
25 allegedly caused damage to certain equipment of Defendants.  
26

27           35. Defendants classified Plaintiff as W-2 employee.

1           36.     Accordingly, Defendants declined to pay Plaintiff for the work he  
2 performed in his final two workweeks with them.

3           37.     Therefore, for the final two workweeks that Plaintiff worked for  
4 Defendants, Defendants paid Plaintiff no wages whatsoever.

5           38.     To date, Defendants have still paid no wages whatsoever to Plaintiff for  
6 such hours worked.

7           39.     As a result of not having paid any wage whatsoever to Plaintiff during his  
8 final two workweeks with Defendants, Defendants failed to pay the applicable minimum  
9 wage to Plaintiff.  
10

11           40.     As a result of Defendants' failure to compensate Plaintiff any wage  
12 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).  
13

14           41.     As a result of Defendants' failure to compensate Plaintiff any wage  
15 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.  
16

17           42.     At all relevant times – i.e., the final two workweeks of his employment  
18 with Defendants, Plaintiff was a non-exempt employee.

19           43.     As a result of Defendants' willful failure to compensate Plaintiff any wage  
20 whatsoever for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.  
21

22           44.     Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
23 of his rights under the FLSA.

24           45.     Plaintiff is a covered employee within the meaning of the FLSA.

25           46.     Defendants individually and/or through an enterprise or agent, directed and  
26 exercised control over Plaintiff's work and wages at all relevant times.  
27

1           47. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
2 from Defendants compensation for unpaid minimum wages, an additional amount equal  
3 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this  
4 action under 29 U.S.C. § 216(b).

5  
6           48. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
7 from Defendants compensation for unpaid wages, an additional amount equal to twice the  
8 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees  
9 and costs of this action under A.R.S § 23-363.

10  
11           49. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
12 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at  
13 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,  
14 and his costs incurred under A.R.S. § 23-355.

15  
16                   **COUNT ONE: FAIR LABOR STANDARDS ACT**  
17                   **FAILURE TO PAY MINIMUM WAGE**

18           50. Plaintiff realleges and incorporates by reference all allegations in all  
19 preceding paragraphs.

20           51. As a result of not paying Plaintiff any wage whatsoever for the final two  
21 workweeks of his employment, Defendants failed or refused to pay Plaintiff the FLSA-  
22 mandated minimum wage.

23  
24           52. Defendants' practice of failing or refusing to pay Plaintiff at the required  
25 minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

1           53. Plaintiff is therefore entitled to compensation for the full applicable  
2 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as  
3 liquidated damages, together with interest, reasonable attorney's fees, and costs.

4           **WHEREFORE**, Plaintiff, Grant Albee, respectfully requests that this Court grant  
5 the following relief in Plaintiff's favor, and against Defendants:  
6

- 7           A. For the Court to declare and find that the Defendants violated minimum  
8 wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper  
9 minimum wages;  
10  
11          B. For the Court to award Plaintiff's unpaid minimum wage damages, to be  
12 determined at trial;  
13  
14          C. For the Court to award compensatory damages, including liquidated  
15 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;  
16  
17          D. For the Court to award prejudgment and post-judgment interest;  
18  
19          E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
20 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set  
21 forth herein;  
22  
23          F. Such other relief as this Court shall deem just and proper.

24                           **COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
25                           **FAILURE TO PAY MINIMUM WAGE**  
26

27           54. Plaintiff realleges and incorporates by reference all allegations in all  
preceding paragraphs.

1           55. As a result of not paying Plaintiff any wage whatsoever for the final two  
2 workweeks of his employment, Defendants failed or refused to pay Plaintiff the Arizona  
3 minimum wage.

4           56. Defendants' practice of failing or refusing to pay Plaintiff at the required  
5 minimum wage rate violated the AMWA, 23-363.

6           57. Plaintiff is therefore entitled to compensation for the full applicable  
7 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to  
8 twice the underpaid wages as liquidated damages, together with interest, reasonable  
9 attorney's fees, and costs.  
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11  
12           **WHEREFORE**, Plaintiff, Grant Albee, respectfully requests that this Court grant  
13 the following relief in Plaintiff's favor, and against Defendants:

14           A. For the Court to declare and find that the Defendants violated minimum  
15 wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper  
16 minimum wages;  
17

18           B. For the Court to award Plaintiff's unpaid minimum wage damages, to be  
19 determined at trial;  
20

21           C. For the Court to award compensatory damages, including liquidated  
22 damages pursuant to A.R.S. § 23-364, to be determined at trial;

23           D. For the Court to award prejudgment and post-judgment interest;

24           E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
25 action pursuant to A.R.S. § 23-364 and all other causes of action set forth  
26 herein;  
27

1 F. Such other relief as this Court shall deem just and proper.

2 **COUNT THREE: ARIZONA WAGE ACT**  
3 **FAILURE TO PAY WAGES DUE AND OWING**  
4 **A THRU Z CONSULTING & DISTRIBUTING, INC. ONLY**

5 58. Plaintiff realleges and incorporates by reference all allegations in all  
6 preceding paragraphs.

7 59. As a result of the allegations contained herein, Defendant A Thru Z  
8 Consulting & Distributing, Inc. did not compensate Plaintiff wages due and owing to  
9 him.

10 60. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

11 61. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff  
12 for the entire time he was employed by Defendant A Thru Z Consulting & Distributing,  
13 Inc.

14 62. Plaintiff is therefore entitled to compensation for his unpaid wages at an  
15 hourly rate, to be proven at trial, in an amount that is treble the amount of his unpaid  
16 wages, plus interest thereon, and his costs incurred.

17 **WHEREFORE**, Plaintiff, Grant Albee, requests that this Court grant the  
18 following relief in Plaintiff's favor, and against Defendants:

19 A. For the Court to declare and find that the Defendant A Thru Z Consulting &  
20 Distributing, Inc. violated the unpaid wage provisions of A.R.S. § 23-350,  
21 et seq., by failing to pay wages due and owing to Plaintiff;

22 B. For the Court to award an amount that is treble Plaintiff's unpaid wages  
23 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;  
24  
25  
26  
27

- 1 C. For the Court to award prejudgment and post-judgment interest on any  
2 damages awarded;
- 3 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of  
4 the action and all other causes of action set forth in this Complaint; and  
5
- 6 E. Such other relief as this Court deems just and proper.

7 **JURY TRIAL DEMAND**

8 Plaintiff hereby demands a trial by jury on all issues so triable.

9 RESPECTFULLY SUBMITTED this 11<sup>th</sup> day of February, 2023.

10  
11 BENDAU & BENDAU PLLC

12 By: /s/ Clifford P. Bendau, II  
13 Clifford P. Bendau, II  
14 Christopher J. Bendau  
15 *Attorneys for Plaintiff*  
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**VERIFICATION**

1  
2 Plaintiff, Grant Albee, declares under penalty of perjury that he has read the  
3 foregoing Verified Complaint and is familiar with the contents thereof. The matters  
4 asserted therein are true and based on his personal knowledge, except as to those matters  
5 stated upon information and belief, and, as to those matters, he believes them to be true.  
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8 

Grant Albee (Feb 11, 2023 13:47 MST)

Grant Albee